

DESOTO COUNTY MALTH DEPARTMENT

WAR DESOTO CO. HEALTH DEPT. WILL BE ARUS TO REPAYOVE SOME TYPE OF INDIVIDUAL CHEEPE MASHEVINTER DISPOSAL SYSTEM IN THIS MORNING HOLL

## DESCRIPTION OF THE PARTY OF THE

(1) Water usage Not TO EXCERD 500 gal/0

(2) House placement by The Health Dept, May be Necassary

(3) underground absorption will Not be used on most of Thise Lots,

(4) EXCISSIVE grading will void
This approval

COVENANTS, RESTRICTIONS AND LIMITATIONS

These covenants, limitations, and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until 12/31/2010, at which time said covenants, limitations and restrictions shall be automatically extended for successive ten year periods unless by a vote of two—thirds (2/3) of the lot owners in the subdivision it is agreed to change said covenants in whole or in part. Each lot within the subdivision shall have one (1) vote per lot for the purpose of changing the covenants. If the parties hereto, or any of them or their herics or assigns, shall violate or attempt to violate any of the covenants, limitations or restrictions herein, it shall be lawful for any person or persons owning lots in the subdivision to prosecute any proceedings at law or inequity against the person or persons violating or attempting to violate any such to recover damages. Invalidation of any one of these covenants, limitations or restrictions by judgement or court order shall in no wise affect any of the other provisions which shall remain in full effect.

- No lot within the subidvision may be subdivided.
- Site built homes and/or mobile homes may be allowed on other lots, provided however, each mobile home shall be underpinned with masonry materials or approved manufactured under skirting with suit able landscaping approval by the developer. No previously owned mobile homes will be allowed unless
- Mobile homes shall be at least 14-feet in width. Roofs must be pitched on at least a 3/12 covered with material that is residential in appearance
- including, but not limitedd to, wood, asphalt, or fiberglass shingles, but excluding corrugated aluminum, corrugated fiberglass, or metal roof. Exterior siding must be residential in appearance, including but not limited to, clapboards, simulated clapboards such as conventional vinyl or horizontal metal siding, wood shingles, shakes,
- or similar material, but excluding smooth rived, or corrugated or plastic panels.

  d) All exterior siding materials shall extend to ground level, except when a solid concrete or or masonry perimeter is used.
- No animals may be raised or kept for commercial purposes, except as stated below. House hold pets may be kept, bred or maintained for commercial purposes. All swine are prohibited. Notwithstanding the above, horses and cattle may be raised and kept for commercial purposes provided that no more than two large animals per acre (horses and cattle) are permitted on any lot. Other animals may be permitted at the developer's discretion in writing.
- All dwellings or other structures on lots must be in compliance with the requirements of the DeSoto County Planning Commission.
- No noxious or offensive trade or activity may be carried on upon any lot nor may anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. No business or trade of a commercial nature may be carried on upon any lot.
- Easements for the installation and maintenance of the utilities and draingae areas are reserved as shown on the plat. There is a 50-foot front yard minimum set-back from the road right-of-way on each lot and a 50-foot minimum rear yard set-back.
- All water wells and sewer disposal units must be approved by the DeSoto County Health Department and comply with their regulations.

- No unlicensed, abandoned or junked vehicles and/or junked appliances may be kept on any of the lots in the subdivision or within the right—of—way of the roads within the subdivision.
- No structure of a temporary nature such as basements, tents, sheds, garages, barns, motor homes or other out buildings shall at any time be used, either temporarily or permanently, as a residence.
- Trash, garbage and other waste or rubbish shall be kept in a sanitary container provided specifically for or those purposes. All equipment for the storage and disposal of such materials shall be approved by the County and shall be kept in a clean, sanitary and orderly condition.

- All driveways installed to the property from its abutting roadway must use a pipe of sufficient size and
- No structure shall be erected, placed, or structurally altered upon any lot until the building plans, specifications and plot plan showing the location of such building has been approved by the developer as to conformity of quality and exterior design and as to conformity of quality and exterior design and as to topography and finished grade elevation.
- 16. No incomplete or junk type structures shall be permitted on the property, and no camper type trailer, tent or shack may be used either temporarily or permianently as a dwelling.
- Invalidation of any one of these covenants by judgement or court action shall in no wise affect any of the other provisions which shall remain in full force and effect. Failure on the part of the owner of any lot in the subdivision, or any addition thereof, to object to the violation of any provision herein contained, or to institute legal proceedings to encorce any such provision regardless of the duration of such failure, shall not constitute a waiver of, or estoppel to assert, anyright conferred by these covenants, restrictions, and land limitations.

No dumping or accumulation of trash, garbage, discarded personal effects, or other debris shall be

12. No two (2) or more single mobile homes may be combined to form a single unit. All double wide mobile homes, or larger, must be manufactured as a unit.

13. No inoperative unlicensed vehicles or parts of same, shall be permitted.

- length or insure proper drainage, if a pipe is needed.

- 18. These covenants, limitations, and restrictions, or any part of them, may be amended only by the vote of the owners of 50% of the lots in the subdivision after the developer ceases to own a lot. The developer may amend these covenants at any time as long as he owns one lot.

OWNER'S CERTIFICATE

I, ROBERT M. BAILEY, President of MEB, INC., for and on behlaf of said corporation, hereby adopt this as our plan of subdivision and dedicate the right—of—way of roads as shown on the plat of the subdivision to the public use forever and reserve for the public utilities the utility easements shown on the plat, as the act and deed of said corporation, after first having been duly authorized by said corporation so to do.

ROBERT M. BAILEY, President

NOTARY'S CERTIFICATE

State of Mississippi County of DeSoto

Personally appeared before me the undersigned authority in and for said county and state on the day of 100 miles 1997, within my jurisdiction the within named ROBERT M. BAILEY, who acknowledged that he is President of MEB, Inc., a Mississippi Corporation and that for and on behalf of said corporation and as its act and deed, he executed the above and foregoing instrument, after having been duly authorized by said corporation so to do.

CERTIFICATE OF SURVEY

This is to certify that I have drawn the plat from a survey by myself and from deeds of record and that

ENGINEER PE 6306 LS 1665

COUNTY PLANNING COMMISSION on the

STATE OF MISSISSIPPI COUNTY OF DESOTO

I hereby certify that the subdivision plat shown hereon was filed for record by my office at \$1.50 o'clock \$2.00. M. on the \$1.00 day of \$1.00 and was duly recorded in Plat Book \$50. On Page \$1.00 on Page \$1.00 and \$1.00 on Page \$1.00 on Pa

Revised Restrictive Covenants
Recorded in Warranty Deed
Book 384 Page 61
Dated 12-08-2000
W. E. Davis Chancey Click
By M. Cahri, DC

PINE RIDGE

75.53 ACRES, ZONED "A", IN THE SOUTH HALF OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 5 WEST, DESOTO COUNTY, MISSISSIPPI

RUTHERFORD & ASSOCIATES ENGINEERING CONSULTANTS / SURVEYORS ACAD11\T107TIT

DEVELOPER: MEB, INC. Robert M. Bailey J.W. Eubanks

SHEET 1 OF 3



